

☒ **CA Approval**

☐ **JB Approval**

REGIONAL FARE COORDINATION SYSTEM

CHANGE ORDER NO. 21

CONTRACTOR: ERG Transit Systems (USA) Inc.
CONTRACT NUMBER: 229944

This Change Order to Contract #229944 ("Change Order") is executed as of 9/26/04 by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Background

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to execute this Change Order No. 21 to revise the Contract to reflect no-cost approved decisions that have been made through the Request for Information (RFI) process, workshops, and other communications. The decisions are reflected in approved design documents as appropriate.

The Agencies and the Contractor hereby agree to the following changes to the Contract:

1.0 Division I, II, and III Changes

I.1 Contract Sections I, II, and III are revised to reflect no-cost changes approved by the Agencies and the Contractor through the RFI process, workshops and other communications as described in the following table:

#	RFI No.	DESCRIPTION	CONTRACT SECTION	REQUIRED CONTRACT CHANGE
1	ERG-248	Device Shipping	(Exhibit 14 – Post Warranty Depot Maintenance) Section 2: Agencies Responsibilities 2.3 Section 3: Contractors Responsibilities 3.2	ERG is requesting the word "express" be removed from the contract requirements for "2-day express delivery," as it applies to shipping failed and repaired devices between Agencies and ERG. See Change Order 21– Attachment B NOTE: Cost comparison supported this change saves both ERG and the Agencies the costs of "Express" shipping, when the transit time for "Ground" shipping between Seattle area and Concord Area is the same.
2	CO 11	Update WSF POS name	Update: Figure III-16.1	Correct spelling of "Back Office Client Computer" Remove "Revenue Control System (RCS)" and replace with "Electronic Fare System (EFS)"; Per: GAK CO #11 See Change Order 21 – Attachment C
3	ERG-270	Data Protection at the DAC	6.III-12.9 (b) Existing language: (b) Data maintained by the DAC shall be protected from loss, manipulation, and/or disclosure through an encryption methodology, such as DES.	Request text change to: (b) Data maintained by the DAC shall be protected from loss, manipulation, and/or disclosure through access control and cryptographic data integrity checking mechanisms. Any secret or private data shall be encrypted.
4	ERG-122	Guaranteed Ride Home	6.II-4.2.2 Fare Card Management: Card Information (c) Card Privileges / Options / Restrictions vii. Eligibility for guaranteed ride home	Delete section reference: NOTE: The Agencies agree that Guaranteed Ride Home services are not in the scope of the Contract. The Agencies concur with ERG that, since they have not defined what functionality would be provided for the program, references to Guaranteed Ride Home data fields may be removed from the Contract. Remove all references as noted.
5		Remove 6.II-11.3.2(a) installation requirement	6.II-11.3.2(a)	Per Agency Letter 2/27/06, a waiver granted to remove section reference in

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				recognition that installations of on-board equipment occurred prior to SIT completion
6		Software Post-Warranty Maintenance section of the Contract (3.I-57) references "Technical Support Services to the Agencies," incorrectly.	6.II-10.2.1	Change reference of "Technical Support Services to the Agencies" from 6.II-10.3.1 to the correct section reference: 6.II-10.2.1 See Change Order 21- Attachment A
7	ERG-190	UD Scheduling	6.II-5.2.1.3 (c)	Change 6.II-5.2.1.3 (c) text as follows: "At a minimum of once per day, <u>providing the transaction endpoints connect into the appropriate RFCS network point</u> , all transactions shall be uploaded to the clearinghouse system from these endpoints. <u>Upload time shall be at the discretion of each Agency according to their individual business operation.</u>
8	ERG-190	General Upload & Download Management	6.II-5.2.3.1 (a) (g)	Change text as follows: "The Contractor shall provide the following data upload and download management functions: (a) <u>Transfer of transactions utilizing Creation of batch files.</u> (g) <u>Management Implementation of upload and download processes"</u>
9	ERG-190	Data Upload (Transaction Acquiring)	6.II-5.2.3.2 (c) i. – vi 6.II-5.2.3.2 (c) i. ii. iii.	Change Text as follows: The Contractor shall provide capabilities for the management <u>reporting</u> of all batch transactions <u>interfaces</u> including: Delete subsections i, ii, iii, iv, v, vi and insert the following instead: i. <u>Any transactions rejected for failing integrity checks, including duplicate detection</u> ii. <u>Missing transactions (gaps) from any device</u> iii. <u>Secure logging of all incoming transactions and a complete audit trail of all transaction-based activity</u> <u>The Contractor will also provide backup procedures for uploading transactions in the event that the primary data path is unavailable or fails.</u>
10		Provide local and state requirements for cash and funds management	6.II-5.2.2 (g) 6.II-5.2.2 (i) vii	Change sections as follows: 6.II-5.2.2 (g) <u>The Contractor shall reconcile daily all fee revenue paid to or received from acquirers and/or financial networks.</u>

#	RFI No.	DESCRIPTION	CONTRACT SECTION	REQUIRED CONTRACT CHANGE
				<p>deposits/fees held for RFCS cards, and interest earned on RFCS funds.</p> <p>6.II-5.2.2 (i) vii</p> <p>Interest earned on RFCS funds is shared between Agencies with a formula to be determined by the Agencies.</p>
11	ERG-176	Div. II Services Specifications	<p>6.II-1.3.1 (e) iii</p> <p>Current text:</p> <p>"Value replacement on linked cards within one business day from receiving the lost / stolen report."</p>	<p>Requested change to this section:</p> <p>Value replacement on linked cards will be made in the following timeframes:</p> <ol style="list-style-type: none"> 1. Pass Value: Current pass value will be transferred to the replacement card, when the new card is issued to the cardholder, whether remotely or at a walk in center. 2. Purse Value: Remaining purse value will be transferred to the new card, "x" days after the lost or stolen card report is made. This time period will allow potential late purse transactions to arrive at the central clearinghouse for processing, and accurate calculation of the actual purse balance.
12	ERG-176		<p>6.II-4.2.1 (b) (iii)</p> <p>Current text:</p> <p>"Supply the replacement value of a lost, stolen, or defective linked card or defective anonymous card, and restore the card to its previous status and privileges."</p>	<p>Replace the following:</p> <p>"Supply the replacement value of a lost, stolen, or defective linked card or defective anonymous card, and restore the card to its previous status and privileges. The replacement value will be supplied as outlined in 6.II-1.3.1 (e) iii"</p>
13	ERG-176	Exhibit 6 – Business Rules	<p>7.1</p> <p>Current text:</p> <p>Linked fare cards that are stolen, and linked or anonymous cards that malfunction or are damaged, shall be replaced with the derived balance reinstated. The derived balance applies to the transit application stored value and pro-rated period pass recorded by the clearinghouse system at the time the card replacement takes place.</p>	<p>New text:</p> <p>"Linked fare cards that are lost or stolen, and linked or anonymous cards that malfunction or are damaged, shall be replaced with the derived balance reinstated. The derived balance applies to the transit application stored value and pro-rated period pass. The balance to be transferred will be calculated as follows:</p> <ul style="list-style-type: none"> • Period pass value will be transferred to the replacement card when it is configured. <p>Purse value will be transferred "x" days after the request for a new card is received. This time period will allow potential late purse transactions to arrive at the central clearinghouse for processing, and accurate calculation of the actual purse balance."</p>
			<p>7.2</p> <p>Current Text:</p>	<p>New Text:</p>

#	RFI No.	DESCRIPTION	CONTRACT SECTION	REQUIRED CONTRACT CHANGE
			"The RFCS shall include the capability to execute a subsequent balance correction to a fare card which has been replaced once outstanding transactions have been recorded by the clearinghouse system"	The RFCS shall include the capability to create a balance transfer transaction that will transfer the system calculated remaining purse value to the replacement card remotely. See Change Order 21– Attachment B

1.2 The Agencies and the Contractor hereby agree to Amendment 20 without further execution, a copy of which is attached hereto as "Change Order No. 21 – Attachment A."

1.3 All other no-cost decisions not identified in this Change Order No. 21 will be reflected in subsequent Change Orders.

2.0 Other Terms and Conditions

Except as expressly amended by this Change Order, the Contract remains in full force and effect. All other provisions of the Contract not referenced in this Change Order No. 21 shall remain in effect unless modified in other executed Amendments and Change Order.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 21 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: [Signature]

Its: Project Manager

Date: 9/25/06

The Agencies

By: Candace Carlson

Their: Contract Administrator

On behalf of the Agencies

Date: 9/26/06

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Ray Stephanson, Mayor, or His Designee

Date: _____

ATTEST:

By: _____

Sharon Marks, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

Elmer E. "Ned" Johnston, City Attorney

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

**Amendment 20 to the Contract for the Design, Implementation, Operation and Maintenance
of the Regional Fare Coordination System**

This Amendment No. 20 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is incorporated into Contract Change Order No.21.

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to enter into this Amendment 20 to revise certain areas of Division I of the Contract to Align the Contract with no-cost decisions agreed by the Agencies and ERG through the Request for Information (RFI) process, workshops, and other communications.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, the sufficiency of which is hereby acknowledged, each Agency and the Contractor hereby agree to amend the Contract as follows:

Section 1.0

Section 3.I-57 of the Contract is hereby amended to read as follows:

- a. The Contractor shall provide Technical Support Services to the Agencies in accordance with Section 6.II-10.2.1.

Section 2.0

All other provisions of the Contract not referenced in this Amendment 20 shall remain in effect.

Exhibit 14 Post Warranty Depot Maintenance**SECTION TWO: AGENCY RESPONSIBILITIES**

- 2.3 The Agency will ship via 2-day express delivery the Defective unit and a fault report to the Contractor's maintenance facility located in Concord, California within two days after removal. The Agency shall pay the shipping charges associated with sending equipment to the Contractor's maintenance facility for repair or replacement.

SECTION THREE: CONTRACTOR RESPONSIBILITIES

- 3.2 The Contractor shall complete its repair and/or replacement of a Defective unit within fourteen (14) days of receipt of the Defective unit. The Contractor shall ship, via 2-day express delivery, the repaired or replaced unit of Agency equipment to a location designated by the Contract Administrator within two days of completing the repair or replace. If the Contractor fails to complete the repair or replacement within the required timeframe, it shall send a replacement part to the Agency until the repair is completed.

Exhibit 6 Business Rules and Policies**7.0 Replacement/Refund**

- 7.1 Linked fare cards that are lost or stolen, and linked or anonymous cards that malfunction or are damaged, shall be replaced with the derived balance reinstated. The derived balance applies to the transit application stored value and pro-rated period pass. The derived balance applies to the transit application stored value and pro-rated period pass. The balance to be transferred will be calculated as follows: recorded by the clearinghouse system at the time the card replacement takes place.

Period pass value will be transferred to the replacement card when it is configured.

Purse value will be transferred "x" days after the request for a new card is received. This time period will allow potential late purse transactions to arrive at the central clearinghouse for processing, and accurate calculation of the actual purse balance.

- 7.2 The RFCS shall include the capability to create execute a subsequent balance transfer transaction that will transfer the system calculated remaining purse value to the replacement card remotely. ~~correction to a fare card which has been replaced once outstanding transactions have been recorded by the clearinghouse system.~~

